

~~3-9-14~~

Annapolis, Maryland, March 31, 1914.

A special meeting of the Board of Public Works was held at the Executive Office in Annapolis.

Present: Governor Goldsborough, Comptroller Harrington and Treasurer Vandiver.

The Governor read a letter dated March 28, addressed to him by Mr. Percy C. Henninghausen, as follows:

"March 28, 1914.

The Hon. Phillips Lee Goldsborough, Esq.,  
Governor of the State of Maryland,  
Annapolis, Maryland.

Sir:

Our firm has been consulted by a younger member of the Local Bar in the recovery of a large sum of money, possibly of \$100,000., which may go to the State of Maryland in the event of claim being filed.

Our client is willing to try the case and will associate our firm for that purpose, or, if preferable, he will retire in favor of the Attorney General, or he and we will retire and he will disclose all the facts to the Attorney General and permit him to try the case; in any event, our client expects a contingent fee of 33 1/3% of the amount recovered and suggests making a preliminary agreement in order to prevent any future controversy or misunderstanding, fixing the percentage of contingent fee before discussing the facts of the case.

If you will put this up before the Board, as you suggested yesterday, and let me know of the result as soon as convenient, I shall be obliged.

Very truly yours,

Percy C. Hennighausen."

Upon motion, duly made, and seconded, it was ordered that the Secretary reply to the letter, stating that the Board was unable and unwilling to enter into any agreement as suggested by the letter without more information as to the facts of the case, and whether or not it were a claim about which they had knowledge or were engaged in the negotiation, which order was complied with by the Secretary, as follows:

"March 31, 1914.

Mr. P. C. Hennighausen,  
Baltimore, Maryland.

Dear Sir:

Your letter of March 28th, addressed to the Governor was today laid before the Board of Public Works, who instructed me, as its Secretary, to write you that they could not consider entering into such an agreement as was proposed therein, for the following reasons:

First: Because there is no reason to suppose that the claim about which you write is unknown to the treasury officials, as there are several pending negotiations and outstanding claims amount to approximately the sum you mention.

Second: Because the amount of your contingent fee is, in their judgment, unreasonable.

They would, however, be very glad to have you bring to their attention any claim of which you know and of which they have no present knowledge, having you rely entirely upon their sense of justice and generosity for your compensation.

Very truly yours,

Robert P. Graham."

A letter from Richard Bernhard & Son was laid before the Board and the Secretary instructed to write them that it was not a matter for their attention, but should be referred to the Directors of the Maryland House of Correction, and that Mr. Bernard be notified accordingly. Mr. Bernard's letter is as follows:

"March 18, 1914.

Hon. Robert P. Graham,  
Secretary of State.

Dear Sir:

On September 20th, 1913, we addressed a letter to the Board of Public Works, advising it that the National Building Supply Company had a claim against the Armored Concrete Construction Company, a subcontractor for an addition to the House of Correction at Eridewell Station, Md., the amount of the claim being approximately \$400. On September 23rd we received your reply, stating that the letter would be laid before the next meeting

of the Board.

On January 21, 1914, we addressed a letter to Hon. Emerson C. Harrington, Comptroller, enclosing the account of the National Building Supply Company against the Armored Concrete Construction Company, asking that we be accorded all the protection we were entitled to under the Bond.

We are today in receipt of a letter from the National Building Supply Company, in which they stated that they had had an interview with a Mr. Dietrich, who had gone through the form of giving a notice of Mechanics Lien for approximately \$1700, as a subcontractor on the same work, and that he was advised by Mr. Pietsch, the Architect, that under Article 9, of the specifications, the general contractor is bound to bond to pay for all labor and material entering into the construction of this building. They also advise us that Mr. Dietrich claims that he had a conversation with Mr. Andrews, the President of the D. M. Andrews Company, who practically acknowledged his liability, and also said that he would be liable for the cement claim that Deitrich and the cement people (meaning the National Building Supply Company) were the only people who had filed claims with the State, and that he would be liable under Article 9 of the specifications; all of the specifications being embodied in the Bond.

You are doubtless aware that a Mechanics Lien claim may not be filed against the State, but that a notice to the State and the United States Government and the Municipality has usually been treated by these municipalities as sufficient to ~~to~~ give them all the protection they are entitled to under the contract or the Bond. In fact there is a provision under the revised Statutes of the United States, whereby a sub contractor may sue in the name of the United States on such a Bond.

Would it be asking too much of you to look into this matter and advise us of our status with regard to the same? If as Mr. Dietrich states he has secured protection because he filed a notice of his claim, it seems to us we should be similarly protected; and if we have been misinformed on the subject, will you kindly advise us as to what our rights are in the premises? We will greatly appreciate anything you can do for us.

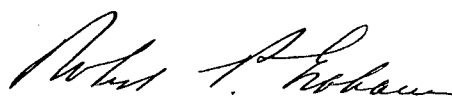
Very sincerely yours,

Richard Bernard & Son.

Upon motion, duly made, and seconded, the Secretary of the Board was instructed to take up with the Inspector at the Eastern Hay Scales the matter of having a private connection with the sewerage system of Baltimore City and properly installed, and comply with the order of the Health Department.

Upon motion, duly seconded, it was ordered that the Secretary of the Board notify the State Auditor that it was the wish, desire and instructions of the Board of Public Works that he have audited at his earliest convenience the accounts of the Fish Commissioners for the Eastern and Western Shore, and report the result of such examination as soon as possible to the said Board of Public Works.

There being no further business the meeting adjourned.



Secretary.

